

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000018109**  
**Staples Contract & Commercial Inc**  
**500 Staples Dr**  
**Framingham MA 01702-4478**  
**USA**

<b>Contract ID</b> 0000000000000000000015837		Page 1 of 4
<b>Contract Dates</b> 07/01/2009 to 06/30/2010		<b>Origin</b> CPS
<b>Description:</b> CPS - OFFICE SUPPLIES		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Laraway,Elizabeth	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		GENERAL OFFICE SUPPLY ITEMS	EA	0.01000	0.00	0.00

IF YOU ARE VIEWING THIS CONTRACT IN VISION CLICK ON "VIEW" BUTTON BELOW TO SEE ASSOCIATED DOCUMENTS

### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT NUMBER:15837 EFFECTIVE JULY 1, 2009 CONTRACT NUMBER 10216 WILL BE REPLACED BY CONTRACT NUMBER 0000000000000000000015837. THIS NEW CONTRACT # 00000000000000000015837 INCORPORATES ALL OF THE TERMS AND CONDITIONS ASSOCIATED WITH THIS CONTRACT. THIS NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING THIS CONTRACT.

THIS CONTRACT REFLECTS A CHANGE IN NAME AND TAX ID NUMBER.

CONTRACT SCOPE: TO PROVIDE OFFICE SUPPLIES AND PRODUCTS TO ALL STATE OF VERMONT AGENCIES, DEPARTMENTS, COMMISSIONS, POLITICAL SUB-DIVISIONS AND STATE AND INDEPENDENT COLLEGES.

FOR ORDERS FOR ALL ITEMS ON THIS CONTRACT THE REMIT TO ADDRESS IS:

STAPLES BUSINESS ADVANTAGE  
DEPT ROC 85102  
PO BOX 30851  
HARTFORD CT 06150-0851

FOR ACCOUNTS RECEIVABLES QUESTIONS PLEASE CALL 800.699.5812

1. Scope of Contract: To provide office supplies to all State of Vermont agencies, departments, political subdivisions and state and private colleges.

2. Contract Duration: This contract is written for a period of one year.

Contract is based on the State of Vermont's Request For Proposal - Office Supplies dated February 21, 2006 and the vendor's response dated March 29, 2006 and the previous SOV contract 10216 . These documents are incorporated into this contract. The State did not accept the addendum submitted by Staples Business Advantage as part of their response to the RFP.

3. State of Vermont Attachment C: Standard State Contract Provisions dated January 8, 2009 and Attachment D: Commodity Purchases Terms and Conditions dated December 8, 2008 are attached and incorporated as part of this order.

4. Quality: All products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

5. Price: The term of the pricing will be governed by the following schedules:  
" General Office Supplies Fixed-Price (also known as Top 300 Items) catalog: All items on the General Office Supplies Fixed Price List will remain firm for twelve months Decreases to be offered immediately as they become available.

" Paper: Fixed price paper will remain firm for the first six months of the contract. Once the first six months of the contract has passed, the Contractor may request a consideration of price change (increase or decrease), which will be subject to review by the Office of Purchasing and Contracting. Request for additional increases will be limited to once in any six month period thereafter. The Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive.

All items will be priced inclusive of any packaging, shipping and delivery charges.

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6. Delivery: Contractor must be able to make next day, office (desktop) delivery to any location in the State of Vermont. This requires that if the vendor receives the order by 5:00 pm the item(s) will be delivered by close of business on the next business day. There will be no charge for delivery. With each order there will be a packing slip which will show the item, quantity ordered, quantity shipped and quantity back-ordered. All deliveries are to be signed for by the receiving department. The State of Vermont will not accept responsibility for any shipment made without proof of delivery. The contractor will have full responsibility for tracking orders and reissuing orders not received by the customer. All supplies and equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchasing agency. Liability for product and product delivery remains with the contractor until properly delivered and signed for in accordance with the Division of Purchasing and Contract Administrations terms and conditions.

7. Orders: No minimum orders. Orders will primarily be placed using the vendor's on-line ordering system. However the vendor must also maintain dedicated 24-hour accessible toll-free phone and facsimile numbers for all orders to be placed via telephone or fax. All contact information including access numbers should be included in the Custom Catalog and be available to all Contract Users online. The vendor will identify/establish one or more toll-free access numbers allowing free calls and fax transmissions from all State office locations. The telephone order number is 1.877.285.8852. The fax order number is 1.877.285.8850. Only registered end-users can place orders. Vendor account managers are John Scott: 877.482.8026 x 127 and Karen Murray at 802. 578.9679.

8. Catalogs: Contractor must supply copies of its catalog(s) to all agencies, departments, individual facilities, and political sub-divisions who make such requests. Catalogs provided at no charge. There will be a customized on-line catalog of the core Top 300 "Contract" items. There will also be a customized Environmentally Preferable (or "Green") Products Catalog available to all users at no additional charge. Contractor will provide a customized regular catalog to all customers that request it. This will consist of a special cover and a bound-in page containing a letter of introduction from an official from the State of Vermont plus other bound-in pages that may be developed in conjunction with the Office of Purchasing and Contracting.

9. Invoicing: All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering the materials. Summary (monthly) billing will be provided to all agencies that request it. For this option, each department will be billed on a monthly basis for all orders placed by the various users within the department or agency during that month.

10. Remittance of Payment: All payments will be sent to a single address for purchases made against this contract. The contractor will provide a single contact for inquiries for Accounts Receivable issues for this contract.

11. Minimum Order: There will be no minimum order requirements.

12. Product Availability: The contractor will have a means of immediately notifying the State when a product has been discontinued and provide details and samples of the proposed substitute. When an order is received for a discontinued item, the substitute item must be of equal or greater dollar value and/or approved by the State contract manager. The State reserves the right to reject any proposed substitution that it feels does not meet its quality standard.

13. Returns: Items can be returned for credit up to forty-five (45) days after receipt by the State. A credit memo will be issued by contractor after receipt of returned item. Contractor will not impose a re-stocking charge for returned items.

14. Lock-out Items: Because the State of Vermont maintains a number of separate contracts for various specific products, these items will not be covered under this contract. The contractor shall instruct contract users that they are not able to authorize the purchase of any "lock out" item from the contract award. Items designated as "lock-out" items cannot be purchased from this contract. The lock out list is as follows:

- " Office Equipment: Fax machines, printers, copiers, computers, telephones.
- " Office Furniture: File cabinets, desks, chairs, tables, bookcases, credenzas.
- " Appliances: Refrigerators, microwave ovens.

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" Audio-video and photographic equipment: Televisions, camcorders.

" Non-compliant paper products: copy paper that does not meet the State's requirement for 100% recycled content, processed chlorine free paper.

15. Paige Miracle Box Requirement: (SKU# P515CT) The State of Vermont Public Records Division requires all state agencies to use this specific brand of record storage box known as the Miracle Box. Vendor will be required to stock this item in addition to other similar record storage boxes for this contract.

16. Toner Cartridges: Contractor will provide a complete line of re-manufactured toner cartridges and ink jet cartridges for order on-line. Each package for these products will include a pre-paid shipping label so that the end-user can return the empty cartridge to the manufacturer at no cost to the State.

17. Ordering System: Contractor system will maintain a current address book of all State agency locations and verify that the "Ship to" on the order matches the one on the packing slip. This address book will contain contact information of all end-users on the contract. This information will be provided to the State upon request on an as needed basis. End-user contact information includes name, address, telephone number, organization, and email address.

18. Rebates and Incentives: Per contractor's bid referenced above the end-user will receive an instant 2% discount for all orders in excess of \$275.00. 2% (total net purchases) rebate for fixed volume rebate and a 2% rebate if the average order size if over \$200.00.

19. Retail Stores: The contractor shall provide the lower of either the store price or the contract price to the State of Vermont when its employees purchase items at physical retail locations. To implement this, the contractor will provide a "convenience card" upon request to end-users, or the contractor will register the end-users' State Purchasing Card for use at all retail locations.

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20. Purchasing Card: The contractor will accept the State of Vermont Purchasing Card (Visa card) as a form of payment. End-users can provide their Purchasing Card information in their profile on StaplesLink.com.

21. Taxes: The State of Vermont is exempt from payment of Vermont sales and use tax. Deliveries pursuant to this contract will be free of Federal excise and transportation tax charges. The contractor is subject to all Federal, State, and Local taxes as applicable.

22. Additional Charges: Service fees or additional costs not covered on the RFP will not be invoiced to contract.

23. Reports: The contractor will provide the State of Vermont with various reports in either hard copy or electronic format as requested by the State to include the following:

" Usage: periodic (monthly, quarterly or annually as requested by contract manager) sales reports detailing all items purchased including dollar amounts arranged by billing unit (agency or department). At a minimum, quarterly sales reports will be provided to the State. Periodic reports such as weekly and/or monthly reports may also be requested by the contract manager.

" Recycled Products: quarterly report detailing all recycled products purchased by the State to include product description, quantity and dollar value of product, and per cent of recycled content

" Performance/Service: monthly report to detail on-time delivery, order fill rate, accuracy of order filling and accuracy of invoicing. Other service reports to include order collection, customer service, and returns.

24. Monthly Meetings: Contractor may be required to attend monthly meetings with Purchasing & Contract Administration Division staff where problems can be discussed and marketing plans formulated. Contractor may also arrange visits by State personnel to their facilities.

25. Problem Resolution: Contractor will provide a detailed "chain of command" that will provide for prompt answering of questions, resolution of problems and a means of escalating a complaint until the problem has been resolved. An individual in accounting, sales and warehousing will be dedicated to the state and act as a single point of contact in their respective areas. Problems must be resolved to the satisfaction of the State

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within 5 days.						

26. Vermont State Colleges: This contract is also issued on behalf of the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont and the Vermont Technical College. This contract would apply also apply to the University of Vermont.

27. Political Subdivisions: Political subdivisions and independent colleges of the State may participate in State contracts at the same prices terms and conditions. Items furnished to political subdivisions and independent colleges will be billed directly to and paid for by the political subdivisions and independent colleges and neither the State nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility for these payments.

28. Cancellation: The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or consistent with the terms of the contract. This contract can be cancelled by either party for convenience with 120 days advance written notice.

29. Severability: If any provision of the contract is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law. If any provision of the contract is found to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as to be enforceable.

30. Waiver: No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_